

Doc - Landfill Contract
Auth - City of Albion

5/24/66

US EPA RECORDS CENTER REGION 5



471417

AGREEMENT

WHEREAS, the City Council of the City of Albion, Michigan, a Municipal Corporation, desires to continue to provide and maintain a waste yard for the use of City of Albion residents and industries subject to such regulations for use as the City Council may prescribe; and,

WHEREAS, Gordon D. Stevick and Marguerite N. Stevick, husband and wife, of 424 Pottie Avenue, Jackson, Michigan, are the owners of a certain parcel of real estate containing approximately 20 acres adjacent to East Erie Road in Section 36 of Sheridan Township, Calhoun County, Michigan; and,

WHEREAS, Gordon D. Stevick is willing to contract with the said City of Albion to provide all land, labor, equipment, supervision and services necessary to operate a sanitary land fill waste disposal yard on said parcel;

NOW THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, it is agreed by the City of Albion, hereinafter referred to as the City, and Gordon D. Stevick, hereinafter referred to as the Contractor, as follows:

1. That the Contractor shall provide all land, labor, equipment, supervision and services necessary to operate a satisfactory sanitary land fill waste disposal yard exclusively for the residents and industries of the City, and such other persons, firms or corporations as the City shall hereafter designate, and that the City shall permit the Contractor to contract separately with the City's franchise holder for garbage collection for waste yard disposal of garbage collected in the City of Albion, which said contract rates shall be subject to approval by the City Council.

2. That the said waste disposal yard shall be operated on a certain parcel of land situate in the Township of Sheridan, Calhoun County, Michigan, and described as follows, to-wit:

Lot 29 of Supervisor's Plat of Section 36 Township 2 South, Range 4 West, Sheridan Township, Calhoun County, Michigan, according to the plat thereof recorded in Liber 9A of Plats on Page 7 in the office of the Register of Deeds for Calhoun County. Except the southerly 250 feet thereof.

The Contractor shall provide good and sufficient ingress and egress to and from the above-described parcel.

3. That the Contractor shall be licensed by the Michigan Department of Health to operate a sanitary land fill waste disposal yard, and the Contractor shall operate the same pursuant to all present and future regulations of the Michigan Department of Health regarding sanitary land fill operations.

4. That the Contractor shall enforce such regulations for use of the said waste disposal yard as the City Council of the City may hereafter prescribe, and the Contractor shall operate the said waste disposal yard pursuant to the requirements established by the Sheridan Township Zoning Appeals Board.

5. That the Contractor shall operate the said waste disposal yard in a manner satisfactory with the reasonable requirements of the City's Director of Public Works.

6. That this agreement shall be in effect for a period of Ten (10) years from and after June 1, 1966, unless sooner terminated by mutual agreement of the parties or by the City as hereinafter provided, and the City shall pay to the Contractor the sum of One Thousand Two Hundred Fifty (\$1,250.00) Dollars per month in consideration of the land, labor, equipment, supervision and services furnished by the Contractor to operate a satisfactory sanitary land fill waste disposal yard as provided for herein. Such monthly payments shall be paid in advance for each of the first three (3) months of this contract, and monthly payments thereafter shall be made on or before the 10th day of the month following the month in which such contract services are performed.

7. That the Contractor is an independent contractor and is not an employee of the City, and that any persons employed by the Contractor to perform services provided in this agreement shall be employees of the Contractor and not employees of the City.

8. That the Contractor shall carry Workmans' Compensation Insurance on any persons employed by the Contractor to perform services provided in this agreement, and the Contractor shall carry a policy of general liability insurance of not less than Twenty-Five Thousand (\$25,000) Dollars covering persons coming on the above-described premises during the period of this contract, and the Contractor shall deposit a copy of the said policy of insurance in the office of the City's Clerk, and the Contractor further hereby covenants to save the City harmless from any claims of liability arising out of the operation of the said waste disposal yard.

9. That the City may terminate this agreement in the event the Contractor fails to comply with any of the terms, provisions or conditions of the agreement. If such non-compliance relates to conditions or manners of operation of the said waste disposal yard as set forth herein, the Contractor shall be notified in writing of such non-compliance, and if such non-compliance continues for more than 15 days after such notification, the City may then terminate this agreement forthwith.

Marguerite H. Stevick

Georgian II. 578v-5c

Howard Bradley, The Check

Mayle M. Johnson, The Mayor

CITY OF ALBION

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24th day of May, 1996.

IN WITNESS WHEREOF the parties have hereunto set their hands this

23. That Marguerite M. Stevick joins in the execution of this agreement as one of the entities owners of the real estate described herein for purposes of giving full effect to the real estate options contained herein, and she does not claim this instrument as contractor.

12. This agreement shall not be assigned and shall be binding on
the heirs and successors of the parties hereto.

11. Notices provided for herein may be served personally or by registered mail to the address shown herein or to the last known address of the

Dollars per acre. Such option shall be exercisable within (15) days of the cancellation of this agreement by written notice from the City to the contractor, and in the event such option is exercised by the City, Section D, Article 11 and Paragraph 11.2 of this Agreement shall have no further effect. The contractor and Marguerite Starvation hereby consent to attach this addendum to the City's and Marguerite Starvation's respective leases to the City and the City's and Marguerite Starvation's respective leases to the contractor.

10. What in the event this agreement is terminated prior to the expiration of ten (10) years as set forth in paragraph 5, the City shall have the option to purchase the unused portion of the above-described property at a price of twenty-five (25) feet wide assessment for good and sufficient together with a twenty-five (25) foot wide easement to and from said parcel, for the sum of Three Hundred Thirteen and eighteens to and from said parcel, for the sum of Three Hundred

STATE OF MICHIGAN) ss.
COUNTY OF CALHOUN)

On this 24th day of May, 1966, before me, a Notary Public in and for said County, appeared Lyle M. Johnson and Howard Bradley, to me personally known, who, being by me duly sworn, did each for himself say that they are respectively the Mayor and Clerk of the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed in behalf of said corporation by authority of its City Council; and said Lyle M. Johnson and Howard Bradley acknowledged said instrument to be the free act and deed of said corporation.

John W. Brunklage
Notary Public, Calhoun County, Michigan
My commission expires: SEPT. 24, 1966

STATE OF MICHIGAN) ss.
COUNTY OF CALHOUN)

On this 27th day of May, 1966, before me, a Notary Public in and for said County, personally appeared Gordon D. Stevick and Marguerite M. Stevick to me known to be the same persons described in and who executed the within instrument, who acknowledged the same to be his or her free act and deed.

Zelda Schol
Notary Public, Calhoun County, Michigan
My commission expires: